

# INSTITUTE FOR PLASMA RESEARCH

(An Autonomous Institute under  
Department of Atomic Energy, Government of India)  
Near Indira Bridge; Bhat; Gandhinagar-382428; Gujarat; India

Phone: 079 23962000

Fax: 079 23962277

## **TENDER NOTICE No. IPR/TN/PUR/F/17-18/8 DATED 29-06-2017.**

Sealed tenders are invited from the eligible vendors for the following item.

Sr. No	Tender Notice No.	Item	Qty	Due Date & Time for		Tender Fee	Earnest Money Deposit (EMD)
				Submission of tender	Opening of tender		
1.	<b>IPR/TN/PUR/F/17-18/8</b>	Supply of Oxygen Free Electronic (OFE) Copper Rectangular Tube	660 Feet	<b>16<sup>th</sup> August, 2017 by 13:00 Hrs. I.S.T.</b>	<b>16<sup>th</sup> August, 2017 by 14:30 Hrs. I.S.T.</b>	Rs. 300.00 OR USD 5.00 OR Euro 5.00	Rs. 66,000.00 OR USD 1013.00 OR Euro 902.00

1. For further details, please visit IPR Website : <http://www.ipr.res.in/documents/tenders.html>.
2. Interested parties may download the tender documents & submit their quotation, if they fulfil the eligibility criteria
3. Tender documents will also be issued from this office upto **10-07-2017**. Interested parties may approach us with tender fee.

**INSTITUTE FOR PLASMA RESEARCH  
NEAR INDIRA BRIDGE, BHAT  
GANDHINAGAR: 382428  
GUJARAT STATE  
(INDIA)**

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E-mail : [bkbsrao@ipr.res.in](mailto:bkbsrao@ipr.res.in), [alpesh@ipr.res.in](mailto:alpesh@ipr.res.in)

Tender No. IPR/TN/PUR/F/17-18/8

BID DUE DATE 16<sup>th</sup> August, 2017 @ 13:00 Hrs IST

Date of Opening 16<sup>th</sup> August, 2017 @ 14:30 Hrs IST

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Sub: Purchase of Supply of Oxygen Free Electronic (OFE) Coper Rectangular Tube

We are sure that this will be of interest to you. Please ensure that the quotation is submitted to reach us on or before the above BID DEAD LINE.

Yours faithfully,

BKBS Rao  
Purchase Officer-II

**IMPORTANT NOTE:**

1. Late Offers and offers received after BID DUE DATE & TIME will NOT be considered at all. Please ensure offer reaches us before BID DEAD LINE (i.e. Due Date and Time)
2. Offers should be submitted in separate envelopes for each tender sealed and superscribed with TENDER NO. AND BID DUE DATE.
3. One envelope SHOULD NOT CONTAIN MORE THAN ONE QUOTATION/OFFER.
4. In the event of a Purchase Order it will be the responsibility of the supplier to pay whatever charges that are payable to different agencies in their country and get the Bill of Lading from the Shipping company or Airway Bill from the Airlines as the case may be.  
PURCHASER WILL NOT PAY ANY CHARGES IN THIS CONNECTIONS OTHER THAN THE AGREED PRICE AS PER THE CONTRACT.

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Phone: 079-23962000, Fax: 079-23962277  
Email: [bkbsrao@ipr.res.in](mailto:bkbsrao@ipr.res.in), [alpesh@ipr.res.in](mailto:alpesh@ipr.res.in)

## INSTRUCTION SHEET

**TENDER NOTICE No. IPR/TN/PUR/F/17-18/8 DATED 29-06-2017**

### **Supply of Oxygen Free Electronic (OFE) Coper Rectangular Tube**

1. Bidders shall submit the bid in duplicate.
2. **PRICE BID FORMAT** : Bidder shall quote price on the Price Bid Format given in this of tender documents.
3. Full details and specifications of the items and general instructions to be followed regarding submission of tenders are indicated in the tender documents.
4. **Proof for fulfillment of eligibility criteria mentioned above should be submitted along with the tender. If the tender is submitted without valid documents, Purchaser shall not consider your offer. Tenders received without proof of eligibility criteria will be rejected.**
5. While requesting for Tender Documents, such request shall indicate **the “REQUEST FOR TENDER DOCUMENTS AGAINST TENDER NOTICE NO. IPR/TN/PUR/F/16-17/8 DATED 29-06-2017”**.
6. **Tender Fee: The tender fee (non-refundable) of USD 5.00 (US Dollar Five only) OR EURO 5.00 (EURO Five only) OR Indian Rs. 300.00 (Indian Rupees only) should be made in the form of DEMAND DRAFT drawn in favour of Institute for Plasma Research and payable at Ahmedabad, Gujarat (India). Vendor’s name and tender number shall be indicated on the reverse side of the Demand Draft.**
7. **DD should not be prior dated to the date of advertisement. Separate request letter and separate Demand Draft shall be sent for each tender.**
8. **Those who use the downloaded tender documents from IPR Website may submit the prescribed Tender Fee keeping in a separate envelope along with the tender. This envelope should be marked as “TENDER FEE”.**
9. No request for the extension of due date will be considered.
10. Late/Delayed offers will not be accepted.
11. **Due date for submission of Tender: Tender in a sealed envelope (Tender Fee & EMD in separate envelope) superscribing the envelope with the above tender no.,**

**date, due date and brief description of tendered item should be submitted by 13.00 Hrs. I.S.T. on 16<sup>th</sup> August, 2017 to the *Purchase Officer, IPR* at the following address**

Purchase Officer  
Institute for Plasma Research  
Near Indira Bridge, Bhat  
Gandhinagar – 382428.  
Gujarat, INDIA.

**Tenders will be opened on the same day at 14:30 Hrs. I.S.T. in the presence of attending tenderers.**

- 12. Bids received without the prescribed Tender Fee and EMD will be rejected.**
- 13.** The representative who attends the tender opening should carry an authorization letter from the organization for participation in the tender opening failing which he/she may not be allowed to participate in the tender opening. However one representative only will be allowed to participate in the tender opening process.
- 14. The tenderers representative, who reaches the venue of tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening.**
- 15.** In the event of any date indicated above is declared as a Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 16.** IPR will not be responsible for any delay/loss of Tender or documents in transit.
- 17.** Bidders should furnish/enclose full technical details/literature, delivery period and confirm the terms and conditions attached with the tender.
- 18.** Bidder will submit technical bid, commercial bid and all supporting documents pertaining to this tender in English.
- 19. Specifications :** Technical Specifications & drawings are given in Part-III.
- 20. Rejection of bid:**  
Non-compliance of tender specifications and/or tender documents including terms and conditions will lead to rejection of quotations received.
- 21.** All communications related to this tender must be sent to,  
  
Purchase officer,  
Institute for Plasma Research  
Near Indira Bridge, Bhat  
Gandhinagar – 382428.  
Gujarat, INDIA.  
Phone: 079 23962000  
Fax : 079 23962277  
e-mail : [bkbsrao@ipr.res.in](mailto:bkbsrao@ipr.res.in)/[alpesh@ipr.res.in](mailto:alpesh@ipr.res.in)/[pinto@ipr.res.in](mailto:pinto@ipr.res.in)
- 22.** The Director, IPR reserves the right to accept or reject any offer in full or part thereof without assigning any reason thereof.

## **ELIGIBILITY CRITERIA**

**(The bidder is required to submit all supporting documents as proof for the compliance of the following criteria. The attachments must be serially labelled with the number as given in the table below. Bids received without valid documents and/or incomplete and irrelevant documents are likely to be rejected summarily)**

<b>Sr. No.</b>	<b>Essential Eligibility compliance</b>	<b>Evidence for submission</b>	<b>Attachment Sr. No. of proofs and evidence</b>
1.	Bidder should be a Manufacturer/Supplier of OFE Copper material like bars, tubes, rectangular tubes, rods etc..	Bidder should submit company profile. If the bidder is not the OEM, they should provide latest and valid authorization certificate from the OEM.	
2.	Bidder should have average annual turnover of at least INR 82,50,000/- or equivalent foreign currency in last 3 (three) financial years (2013-2014 to 2015-2016) and should not have incurred loss in more than 1 year during the above period.	The vendor should submit the audited annual accounts of last 3 years (i.e. 2013-2014, 2014-2015 & 2015-2016) along with the quotation.	
3.	Bidder should have executed single order having of minimum INR 26,00,000/- or equivalent in foreign currency in the field of OFE Copper material like bar, tube, rectangular tube, rod etc. in last 5 years from the date of publication of this tender.  OR  Bidder should have executed two orders having value of minimum INR 19,00,000/- or equivalent in foreign currency in the field of OFE Copper material like bar, tube, rectangular tube, rod etc. in last 5 years from the date of publication of this tender.	Bidder should submit the copies of purchase orders with completion/acceptance certificate for OFE Copper material like bar, tube, rectangular tube, rod etc..	

**Note: 1. If, Indian Agent submits offer on behalf their overseas principal/OEM, all documents pertaining to eligibility criteria should be attached of their principal/OEM ONLY.**

**2. Original documents shall be produced for verifications, if required.**

**If quotation is submitted without attaching the documents in support of the eligibility criteria, will summarily be rejected without further communication.**

**NOTE: Issue of tender documents does not mean that a vendor is qualified to submit tenders. IPR's decision to consider as to whether a vendor has met with the eligibility criteria is final.**

PART-1 INVITATION OF TENDER & TENDER CONDITIONS

INSTITUTE FOR PLASMA RESEARCH

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Email: [bkbsrao@ipr.res.in](mailto:bkbsrao@ipr.res.in), [alpesh@ipr.res.in](mailto:alpesh@ipr.res.in)

In reply please quote  
Tender No. IPR/TN/PUR/F/17-18/8

Last date of receipt of offers  
16<sup>th</sup> August, 2017 (UPTO 13:00 HRS I.S.T.)

**PART – I**  
**INVITATION TO TENDER and TENDERING CONDITIONS**

**1.0 INVITATION**

1.1 IPR invites tenders IN DUPLICATE for supply of plant/machinery/equipment/materials as detailed in Part-III to this tender document. The conditions of contract which will govern the contract pursuant to the tender are as contained in Form No. IPR-FP-12 which is Part-II of this tender document. If you are in a position to quote for supply in accordance with the requirements indicated in Part-III to this tender document, please submit your offer in the prescribed tender Form No. IPR-FP-15 attached.

**1.2 LANGUAGE OF OFFERS**

1.2.1 All tenders shall be made in ENGLISH in the prescribed form attached. Tenders submitted in any language other than English must be accompanied by English translation.

**1.3 VALIDITY OF OFFERS**

1.3.1 Offers made shall remain open for acceptance for 120 days from the last date specified for receipt of offers.

**1.4 ALTERNATIVE OFFERS**

1.4.1 If any departure or substitution from the particular specification contained in Part-III to this tender document is involved this should be clearly indicated in the tender form and should be added as Annexure 'A' thereto.

1.4.2 Offers with alternative equivalent specifications made should contain sufficient details to show that the alternative would equally serve the purpose.

1.4.3 All necessary catalogues/drawings/technical literature/data as are considered essential for full and correct evaluation of the offers made shall invariably accompany the offer.

**1.5 TERMS AND CONDITIONS OF CONTRACT**

1.5.1 It must be clearly understood that any contract pursuant to this invitation to Tender shall be governed by General Conditions of Contract as contained in Form No. IPR-FP-12

Part II of this tender document. Particular care must, therefore, be taken to go through these general Conditions of Contract in exceptional cases, if any deviations are proposed these must be clearly stated in the tender and incorporated as Annexure "B" to tender form.

- 1.5.2 Offers made subject to counter conditions or far too many deviations from the General Conditions of Contract (Part-II to this tender document) are liable to be ignored.

## **1.6 PRICE**

- 1.6.1 Prices quoted must be FIRM. In exceptional cases (e.g. items involving substantial use of raw-materials susceptible to sharp fluctuations in prices). If prices are quoted subject to variation shall be on the basis of a standard price-variation formula. The basis of calculation shall be very clearly stated. Variation limited to a specific ceiling will be preferred.

- 1.6.2 Prices quoted shall be in the currency of the country of origin and offers linking the quoted currency with some other currency are liable to be ignored.

### **1.6.3 Prices quoted must be on the following basis:-**

- 1.6.3.1 Ex-works/factory duly packed

- 1.6.3.2 FOB (Free on Board the Vessel) – The price quoted shall include the cost of the item, packing charges, inland transportation charges upto the Port of Shipment and loading of the item on the ship. The name of the sea port from where the shipment will be made shall also be indicated.

- 1.6.3.3 In case of air shipment, prices quoted shall be FCA (Free Carrier) at the specified 'Gateway Airport', viz.,

1.6.3.3.1 Australia - Melbourne

1.6.3.3.2 Austria - Vienna

1.6.3.3.3 Canada - Toronto/Montreal

1.6.3.3.4 China - Beijing

1.6.3.3.5 Denmark - Copenhagen

1.6.3.3.6 France - Paris

1.6.3.3.7 Germany - Frankfurt

1.6.3.3.8 Hong Kong - Hong Kong

1.6.3.3.9 Italy - Rome

1.6.3.3.10 Japan - Tokyo/Osaka

1.6.3.3.11 Netherlands - Amsterdam

1.6.3.3.12 Singapore - Singapore

1.6.3.3.13 Sweden - Stockholm

1.6.3.3.14 Switzerland - Zurich

1.6.3.3.15 United Kingdom - London

1.6.3.3.16 U.S.A. – JFK

- 1.6.3.3.17 Since the Purchaser have their own consolidation agents, who will arrange to pick up the consignment from the supplier's works and arrange for airfreighting from

the respective Gateway Airport, the tenderer shall, also indicate separately the Ex-works/Ex-factory packed price.

1.6.3.4 C&F Indian Port all inclusive cost except insurance – i.e. cost of goods, packing, inland transportation, freight, documentation etc.)

1.6.3.5 However, Purchase Order or Contract will be placed only on Ex-works/FOB/FCA basis.

#### **1.6.4 AGENCY COMMISSION**

1.6.4.1 Commission payable to the tenderer's Agents in India, if any, shall be included in the price. Name and address of the Agents and the percentage of commission payable to them and included in the price shall be clearly indicated. The commission will be paid directly to the Indian Agents in equivalent Indian Rupees.

#### **1.7 SPARES & ACCESSORIES**

1.7.1 Offers for plant/machinery/equipment/instrument shall also state prices or essential accessories, optional accessories and spares necessary for satisfactory operation of the plant/machinery /equipment /instrument.

1.7.1.1 For a period of two years and

1.7.1.2 For a period of five years.

1.7.2 Prices for accessories and spares shall be itemized, offers where only lumpsum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spares and quantity recommended and also the individual price for these items.

#### **1.8 QUANTITY**

1.8.1 The purchaser reserves the right to accept or reject lowest or any offer in whole or in part without assigning any reasons. It would therefore be in the interest of the tenderers to clearly understand that the purchaser may accept offers for any quantity offered of his choice and hence, the percentage of reductions, if any, in the price quoted in case of acceptance of tender in whole shall be clearly stated.

#### **1.9 ERECTION AND COMMISSIONING**

1.9.1 Tenderers must clearly and separately furnish in their offers the terms for supervision of erection and commissioning particularly in respect of plant/machinery/equipment/instrument.

#### **1.10 MODE OF SUBMISSION OF TENDERS**

1.10.1 Tenders submitted by Telex/Fax/Telegram will NOT be considered at all and all such tenders will be rejected without any notice to the tenderers. Further tenders received after the last date fixed for its receipt may not be considered and it will, therefore, be in the interest of the tenderers to ensure that the tenders are mailed well in time.



1.10.2 **Tenders shall be enclosed in an envelope duly superscribed with Tender Number and the last date & time for receipt of the same, thus: TENDER NO. IPR/TN/PUR/F/17-18/8 LAST DATE FOR RECEIPT 16<sup>th</sup> August, 2017 by 13:00 HRS IST.**

### **1.11 STATUS OF INDIVIDUAL SIGNING THE OFFER**

1.11.1 Individuals signing the tender form and other connected documents must specify the capacity they sign, like

1.11.1.1 Whether signing as a ‘Sole Proprietor’ of the firm or his attorney.

1.11.1.2 Whether signing as a ‘Partner’ of the firm or his attorney.

1.11.1.3 Whether for the firm ‘as Agent’

### **1.12 AUTHORITY OF AGENTS**

1.12.1 In case where a tender is submitted by an Indian Agent on behalf of his foreign principal, such tender should be supported with a ‘Letter of Authority’ from such principal that the Indian Agent has been authorised to submit the tender on behalf of the principal. Tenders not accompanied by such a Letter of Authority are liable to be ignored. However acceptance of offer will be communicated only to the foreign principals directly.

### **1.13 ACCEPTANCE OF OFFERS**

1.13.1 Acceptance of offers by the Purchaser may be sent by Telex/Fax or Letter of Intent within validity date of the offer and such a Cable/Telex/Fax, or Letter of Intent would then be followed by a formal Purchase Order Contract. The tenderer whose offer is accepted and who is hereinafter referred to as Contractor will proceed with the manufacture on the basis of such advance acceptance of offers without waiting of a formal purchase order / contract.

1.14 Unsuccessful tenderers will not be informed of the result of their tenders.

### **1.15 TRAINING**

1.15.1 The contractor, shall, in special cases, if required by the Director, IPR provide facilities for the practical training of the Purchaser’s engineers and technical personnel from India and for their active employment on the manufacturing processes of plant/machinery/equipment instrument throughout the manufacturing period of the contract stores. Such training would normally be required only in case of special plant/machinery/equipment/instrument and particularly manufactured equipments. In such an event, the Purchaser shall bear travelling and billeting expenses of the trainees and contractor himself would recommend such training should furnish the cost of the training proper. Wherever contractor himself would recommend such training should furnish the cost of such training and indicate clearly the numbers of trainees and the duration of that training that he would recommend.

### **1.16 INSTRUCTION MANUAL**

1.16.1 In respect of equipment/instrument/apparatus, where instruction/operation manual is normally necessary to enable the user to put the equipment/instrument/apparatus to

proper use the Contractor shall furnish such an instruction/operation manual along with the equipment/instrument/apparatus. The contractor shall clearly specify in the offers about his readiness to supply instruction/operation manual. Cost, if any, for supply of such an instruction/operation manual should be clearly stated.

## **ADDITIONAL INSTRUCTIONS TO TENDERERS TO BE INCORPORATED IN THE EXISTING INSTRUCTIONS TO TENDERERS AND TENDERING CONDITIONS.**

### **1. Installation and commissioning**

a) Wherever, the purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the tenderer, the tenderer must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning, as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.

b) In respect of contracts involving installation and commissioning by the overseas supplier where identifiable charges for the same has been quoted by the tenderer, he shall bear the Income-tax liability as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax Act in force in India, which at present is 20% on the installation and commissioning charges.

c) When the scope of the contract includes installation and commissioning, it shall be the sole responsibility of the contractor to undertake the installation and commissioning as and when called for, by the purchaser.

### **2. Performance Bank Guarantee:**

2.1 In the event of acceptance of the offer in respect of plant, machinery, equipment, instrument, etc. the tenderer will be required to submit a performance bank guarantee for 10% of the total value of the contract from SBI/any nationalized bank or private sector banks, namely, ICICI Bank, IDBI Bank, HDFC Bank and AXIS Bank, on a non-judicial stamp paper of appropriate value valid till 2 months beyond the expiry date of warranty period as per the Purchaser's format towards satisfactory performance of the plant, machinery, equipment, instrument, etc. during the warranty period. In case of bids in currency other than INR performance bank guarantee shall be furnished from any bank of international repute.

2.2 In case of non-submission of performance bank guarantee by the Contractor, an amount equivalent to 10% of the total value of the stores and other charges admitted in the contract will be retained by the purchaser till the expiry of the warranty period of the stores.

2.3 Offers of the tenders who are not agreeable to furnish performance bank guarantee or retaining of an equivalent amount by the purchaser as per clause No. 2.1 and 2.2 above, are likely to be rejected.

### **3. STATUTORY LEVIES SUCH A CENTRAL EXCISE DUTY, CUSTOMS DUTY AND SALES TAX**

#### **3.1 EXCISE DUTY**

- 3.1.1 Institute for Plasma Research is entitled for Excise Duty Exemption as per Notification No.10/97-Central Excise dated 1.3.1997. Necessary Excise Duty Exemption Certificate will be provided by the purchaser after placement of order, but prior to dispatch of the material.
- 3.1.1 The bidders should not include the Excise duty in the quoted price, which can put them into a disadvantageous position. They should, however, quote separately the percentage /quantum of excise duty applicable.
- 3.1.2 Excise Duty Exemption Certificate will be issued only in favour of the contractor with whom the purchase order is placed for the end product and not in favour of the third party. However, in case the offer is received from a sole-selling agent of the original equipment manufacturer for which documentary proof should be submitted, issue of Excise Duty Exemption Certificate in favour of the original equipment manufacturer can be considered, provided such request is made in the original offer.
- 3.1.3 The tenderer shall be solely responsible for the declaration regarding excise duty made in his offer and shall indemnify the purchaser from any claim or its liability from the excise authorities at any stage.
- 3.1.4 In case of tenderers quoting excise duty as 'NIL', it will be taken that in the event of an order no excise duty shall be payable during the currency of the contract and the purchaser will not entertain any request for admission of excise duty or issue of excise duty exemption certificate under any circumstances.

#### **3.2 CUSTOMS DUTY**

- 3.2.1 The purchaser is entitled for assessment of Customs Duty at the concessional rate of 5% as per Amendment No. 24/2002-Custom dt. 1.3.2002 to Customs Notification No.51/196-Custom dt. 23.7.1996, issued by the Department of Revenue, Ministry of Finance in respect of purchases made for the Research Institutions under the Department of Atomic Energy, and the purchaser will obtain and provide the requisite certificate from the appropriate authority for availing of the concessional rate of custom duty.
- 3.2.2 In case an Indian supplier/agent submits an offer for supply of out rightly imported stores in Indian Rupees, they should quote the price for sale on High-Seas, i.e. CIF Port of Destination (like CIF Ahmedabad). However, the transit insurance for the same should be taken from an Indian Insurance company nominated by the purchaser, so as to provide insurance coverage from anywhere in the world to anywhere in India. The Custom Clearance of the consignment in such cases will be arranged by the purchaser.
- 3.2.3 Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.
- 3.2.4 Customs Duty exemption certificate will not be issued for raw materials/components or any other intermediary materials going into the manufacture of the end product.

#### **3.3 SALES TAX**

- 3.3.1 Sales/General/Taxes where legally leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done no claim for

Sales/General Taxes will be admitted at any later stage and on any ground whatsoever.

**Purchaser has no 'C' or 'D' form.**

- 3.3.2 When Sales/General Sales Tax is claimed as extra by the Contractor/ Supplier in general and on packing charges in particular the following certificate should be submitted by the Suppliers/Contractors to the paying authority on the bills itself:-
- 3.3.2.1 Certified that the goods and packing charges on which Sales Tax/Central Sales Tax had been charged have not been exempted under the Central Sales Tax or the State Sales Tax Act or the rules made thereunder and the amount charged on account of Sales Tax on these goods and packing charges are not more than what is payable under the provision of relevant Act or the rules thereunder.
- 3.3.2.2 Certified further that we have actually paid Sales Tax/Central Sales Tax and are being assessed to Sales Tax on packing charges and also that where there are statutory exemptions, under the relevant Act/Law of the State Government concerned, we have availed ourselves of it and certified non-availability of such a provision for Sales Tax on packing charges wherever claimed.
- 3.3.2.3 Certified that in respect of amount claimed in the bill no claim is pending for refund or is admissible Certified that in the event of our getting refund in whole or in part of the element of Sales Tax/Central Sales Tax on packing charges, claimed from Government, we shall pass on the benefit to the Purchaser by remitting to Government the amount equivalent to the amount of refund obtained by us.
- 3.3.2.4 Certified further that we (our Branch or Agent) \_\_\_\_\_ (address) \_\_\_\_\_ are registered as dealers in the state of \_\_\_\_\_ under Local Regn.No. \_\_\_\_\_ and in the State of \_\_\_\_\_ under Central Regn.No. \_\_\_\_\_ for the purpose of Sales tax.

#### **4. PURCHASE PREFERENCE**

In respect of offers from Central Public Sector Enterprises, they will be eligible for purchase preference, if any, when they compete with the Private Sector Units as per the policy of the Government of India in force at the time of evaluation provided their offer is technically suitable.

#### **5. PRICE PREFERENCE FOR MICRO & SMALL ENTERPRISES**

In respect of offers from SSI units and Micro & Small Enterprises (MSEs) registered with appropriate Government authorities will be eligible for price preference, as admissible as per the policy of Government of India provided their offer is technically suitable.

#### **6. TDS/Work Contract Tax/OR any other leviable taxes or duties :**

- (i) **Tax Deduction at Source (TDS):** Applicable Income Tax will be deducted at source. In the case of Indian Bidders, applicable rate will be as per Section 194 of Income tax Act, 1961. In case of overseas bidders it will be governed by Section 195 of Income Tax Act 1961 and Double Taxation Avoidance Agreement (DTAA) with the bidders Country.
- (ii) **Work Contract Tax (WCT):** Applicable WCT will be deducted at source as per Section 59 B of Gujarat Value Added Tax Act, 2005. Contracts having value less than Rs. 1 Crore are exempted.

- (iii) **Any other leviable taxes or duties:** If applicable, the same shall be recovered from the contractor/s bill and necessary certificate will be issued to the contractor.

#### **7. Offers from Indian Agents on behalf of foreign suppliers:**

In case the tender is submitted by an Indian supplier/Indian agent on behalf of their foreign supplier/ principals, following documents should be submitted with the tender, failing which, their offer is liable to be ignored.

- a. Photocopy of the Agency Agreement between the Principals and the Indian Agent showing the percentage or the quantum of agency commission payable and a Letter of Authority from the Principals authorizing the Indian Agents to submit the tender on their behalf.
- b. The type and nature of after sales services to be rendered by the Indian Agent.
- c. Both Indian Agent or Principal/OEM can not bid simultaneously for the same item /product in the same tender.
- d. The Indian Agents are allowed to quote on behalf of only one foreign Principal/ Supplier against this tender.
- e. Copy of Registration Certificate with DGS&D or DPS.

#### **8. Security Deposit Bank Guarantee:**

In the event of acceptance of an offer, the tenderer will be required to submit a security deposit for 10% of the value of the contract/order in the form of Bank Guarantee valid till atleast 2 months beyond the contractual date of completion of the order/contract. The bank guarantee should be executed by SBI/any nationalised bank or private sector banks, namely, ICICI bank, IDBI bank, HDFC bank or AXIS bank, on the requisite Non-judicial Stamp Paper of appropriate value, as per the purchaser's format. In case of bids in currency other than INR, bank guarantee shall be furnished from any bank of international repute.

Offers wherein tenderers declined to submit Security Deposit are liable to be rejected.

#### **EXEMPTION FROM PAYMENT OF SECURITY DEPOSIT FOR INDIAN MANUFACTURERS SUBMITTING THEIR OFFER IN INR.**

In case the tenderer is registered with DGS&D, NSIC, DPS or Micro and small (MSEs) vendors registered with NSIC under single point registration scheme can be considered for exemption from Security Deposit to the extent of the monetary limit of such registration, provided the past performance of the Contractor is satisfactory. In respect of contracts beyond the monetary limits of such registration, the Contractor shall furnish a Bank Guarantee for 10 % of the excess value, towards Security Deposit

#### **9. Conditional Discount:**

In case the tenderer offers any conditional discount with regard to acceptance of their offer within a specific period or for the specific payment terms, delivery, quantity etc. the purchaser will not take into consideration such conditional discount while evaluating their offer.

**10. Past Performance:**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfilment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

**11. Capacity & Financial Standing:**

In case it is found that the tenderer does not possess the requisite infrastructure, capacity, capability and their financial standing is not satisfactory, such tender is liable to be rejected by the purchaser.

**12. EXPORT LICENCE / EXPORT PERMISSION:**

It is entirely the responsibility of the suppliers who are quoting for materials of foreign origin to ensure obtaining export permission/licence/authorisation as required from the respective Government before arranging shipment. This Department would not accept post supply inspection by any agency/authority of any foreign country. It is, therefore, necessary that the vendors offering materials from foreign countries shall have thorough knowledge of export contract regulations in vogue in those countries. The vendors shall indemnify the purchaser against any consequences in respect of any end-use declaration they/their overseas Principals may furnish to the government/government agencies of the country of origin of the materials, while seeking export permission/licence. Post supply inspection, contrary to the terms and conditions of purchaser's contract shall be deemed to be null and void. This Department reserves the right to reject any offer, which is not in conformity with the above instructions.

Whenever an End-use Certificate is desired by the contractor, the same shall be clearly mentioned in the offer and the purchaser shall provide an End-user Certificate as per the format given below. The Purchaser will not provide any other document/declaration in this regard.

END USER STATEMENT:

We hereby certify that the item/s  
i.e.....being  
procured from  
M/s.....  
against our Purchase Order No.  
IPR/.....  
dated..... will be used  
for.....

We also certify that the item/s will not be used in designing, developing, fabricating or testing of any chemical, biological, nuclear, or weapons of mass destruction or activities related to it.

It is further certified that we will not re-export the Item/s prior to obtaining permission from the concerned authorities as may be required".

**13. Country of Origin:**

Wherever the tenders are for imported stores, the Country of Origin of the stores must be clearly specified in the offer.

**14. Confidentiality:**

The drawings, specifications, prototypes, samples or any other correspondence/details /information provided by the Purchaser relating to the tender or the contract shall be kept confidential by the Contractor, and should not be disclosed or passed on to any other person/firm without the prior written consent of the Purchaser. This clause shall apply to the sub-contractors, consultants, advisers or the employees engaged by the contractor.

**15. Compliance with the Security Requirements of the Purchaser:**

The Contractor shall strictly comply with the Security Rules and Regulations of the Purchaser in force and shall complete the required formalities including verification from Police and any other authority and obtain necessary prior permission for entry into the Purchasers premises, wherever authorised by the Purchaser.

**16. Rates to be Quoted in Figures & Words:**

The tenderers shall ensure that the rates quoted by them are given both in **figures and words** failing which the tenders are liable to be rejected.

**17. Permanent Account Number (PAN) :**

Tenderers are required to submit a true copy of the PAN Card/Letter and copy of the factory Registration/Licence or shop establishment certificate as applicable with the quotation, failing which the tenders are liable to be rejected.

**18. FREE ISSUE MATERIAL:** *(This clause shall apply only to contracts for supply of fabricated equipment with purchaser's Free Issue Materials (FIM)).*

Wherever contracts envisage supply of Free Issue Material (FIM) by the Purchaser to the contractor for fabrication of the contracted equipment/stores, such Free Issue Material shall be safeguarded by an insurance policy to be provided by the Contractor at his own cost for the full value of such materials and the insurance policy shall cover, the following risks specifically and shall be valid for six months beyond the contractual delivery date:

1. **RISKS TO BE COVERED:** Any loss or damage to the Purchaser's materials due to fire, theft, riot, burglary, strike, civil commotion, terrorist act, natural calamities etc. and any loss or damage arising out of any other causes such as other materials falling on purchaser's materials.

2. **INSURED BY :** (Name of the Contractor)

**3. BENEFICIARY :** Institute for Plasma Research  
Nr. Indira Bridge  
Bhat, Gandhinagar-382428  
Gujarat  
INDIA

4. AMOUNT FOR WHICH INSURANCE POLICY TO BE FURNISHED. The amount will be indicated in the respective Contract.

Free Issue Material (FIM) will be issued to the Contractor only after receipt of the Insurance Policy from the Contractor. The contractor shall arrange collection of the FIM from the Purchaser's premises and safe transportation of the same to his premises at his risk and cost.

Notwithstanding the insurance cover taken out by the Contractor as above, the Contractor shall indemnify the Purchaser and keep the Purchaser indemnified to the extent of the value of free issue materials to be issued till such time the entire contract is executed and proper account for the free issue materials is rendered and the left over/surplus and scrap items are returned to the Purchaser. The contractor shall not utilize the Purchaser's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/result in any loss/damage to the Purchaser and in which case, the Contractor shall be liable to the Purchaser to pay compensation to the full extent of damage/loss. The Contractor, shall be responsible for the safety of the free issue materials after these are received by them and all through the period during which the materials remain in their possession/control/custody. The free issue materials on receipt at the Contractor's works shall be inspected by them for ensuring safe and correct receipt of the material. The Contractor shall report the discrepancies, if any, to the Purchaser within 5 days from the date of receipt of the material. The Contractor shall take all necessary precautions against any loss, deterioration, damage or destruction of the FIMs from whatever cause arising whilst the said materials remain in their possession/custody or control. The free issue materials shall be inspected periodically at regular intervals by the Contractor for ensuring safe preservation and storage. The Contractor, shall also not mix up the materials in question with any other goods and shall render true and proper account of the materials actually used and return balance remaining unused material on hand and scrap along with the final product and if it is not possible within a period of one month from the date of delivery of the final product covered by this purchase order. The Contractor, shall also indemnify the Purchaser to compensate the difference in cost between the actual cost of the free issue material lost/damaged and the claim settled to the Purchaser by the insurance company. The decision of the Director, IPR, as to whether the Contractor has caused any loss, destruction, damage or deterioration of the free issue materials while in his possession, custody or control from whatever cause arising and also on the quantum of damage suffered by the government, shall be final and binding upon the Contractor

#### **19. DEVIATIONS TO PURCHASER'S SPECIFICATIONS AND CONDITIONS OF CONTRACT**

19.1 If any deviation or substitution from the technical specifications contained in Part-III this tender document is involved, such details should be clearly indicated and should be added as an annexure of the tender as otherwise it shall be an admission on the part of the tenderer that he will supply the equipment as specified by the Purchaser. Similarly, deviations to the Purchaser's General Conditions of Contract/Special Conditions of



Contract contained in Part-II of this tender document shall be indicated by the tenderer in another annexure of the tenderer.

- 19.2 Price should be furnished in accordance with the format provided by the Purchaser in this tender document.

## **20 SETTLEMENT OF COMMERCIAL TERMS AND CONDITIONS OF CONTRACT**

- 20.1 In case the commercial terms and conditions of sale/contract stipulated in the tender submitted by the tenderer are at variance with the Purchaser's General Conditions of all Contracts/Special Conditions of Contract stipulated in Part-II of this tender document, the Purchase Officer will settle the commercial terms and conditions of contract with the tenderers chosen for award of the contract by holding discussions with them OR by sending Fax/Letter/E-mail etc. In case the concerned tenderer to whom an intimation thereof is given does not respond/fail to respond to communication sent by the Purchaser within the date specified, his tender is liable for rejection and no complaints whatsoever will be entertained from the tenderer for rejection of this tender. The tenderers should not discuss with the technical authorities/user department any of the commercial terms and conditions of contract and any agreement/understanding reached between the tenderer and the technical authorities will not be valid and binding.

## **21. RESTRICTED INFORMATION CATEGORIES UNDER SECTION 18 OF THE ATOMIC ENERGY ACT, 1962 AND OFFICIAL SECRETS UNDER SECTION 5 OF THE OFFICIAL SECRETS ACT, 1923**

Any contravention of the above mentioned provisions by the contractor, sub-contractor, consultant, adviser or the employees of the contractor will invite penal consequences under the aforesaid legislation.

## **22. PROHIBITION AGAINST USE OF THE NAME OF ANY INSTITUTION OF DEPARTMENT OF ATOMIC ENERGY WITHOUT PERMISSION FOR PUBLICITY PURPOSES**

The Contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use the name of any Institution of Department of Atomic Energy for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of the Purchaser.

## **23. LIABILITY**

Tenderers shall be liable for any damage to the purchaser or any third party out of any patent or latent defect in the goods supplied by him or sub-standard services rendered by him.

## **24. PURCHASER'S RIGHT**

The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.

## **25. FLUCTUATION IN THE EXCISE DUTY/CUSTOMS DUTY**

Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and /or increase in Excise Duty, Customs Duty and Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores, taking place during the pendency of the contract.

## **26. EARNEST MONEY DEPOSIT (EMD)**

Bid must be submitted along with interest free Earnest Money Deposit (EMD) for USD 1013.00 (US Dollars One Thousand Thirteen only) OR EURO 902.00 (EURO Nine Hundred Two only) OR Indian Rs. 66,000.00 (Rupees Sixty Six Thousand only) by way of Demand Draft drawn in favour of **Institute for Plasma Research** payable at **Ahmedabad, Gujarat, INDIA**. EMD of unsuccessful bidder(s) will be returned after finalization of the contract. The successful Tenderers EMD shall be discharged upon the Bidder submitting the Security Deposit as specified in the contract/purchase order, without any interest.

26.1 The Tender Fee/EMD in case of INR shall be from State Bank of India (SBI)/any Nationalized Bank or any one of the Banks mentioned in bracket (ICICI, IDBI, HDFC, AXIS)

26.2 In case the Tender Fee/EMD is from any foreign Bank, it should be from a first class bank of international repute.

**Exemption from payment of EMD:** The firms registered with DGS&D, NSIC, DPS or Micro and small (MSEs) vendors registered with NSIC under single point registration scheme are exempted from payment of EMD provided valid registration certificate is submitted along with the offer. In the case of foreign bidders, payment of EMD is exempted if they submit their bid directly or through their Indian agent in **foreign currency** against the tender document bought by them, so that the order can be placed directly on their Principals.

### **The EMD may be forfeited:**

- i. If a Tenderer withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- ii. In case of a successful tenderer, if the tenderer fails to furnish order acceptance within 15 days of the order or fails to submit the Security Deposit within 21 days from the date of contract/order.

## **27. SAMPLES/PROTOTYPES**

If any called for shall be submitted free of all charges by the Tenderer and the Purchaser shall not be responsible for any loss or damage thereof for any reason whatsoever. In the event of non acceptance of the tender, the tenderer will have to make arrangements to remove/collect the sample/prototypes at his own expenses.

**PART - II**

**GENERAL CONDITIONS OF ALL CONTRACT  
& SPECIAL CONDITIONS OF ALL CONTRACTS  
APPLICABLE TO THE CONTRACTS FOR IMPORTED STORES**



**INSTITUTE FOR PLASMA RESEARCH  
NEAR INDIRA BRIDGE, BHAT  
GANDHINAGAR: 382428  
GUJARAT STATE  
(INDIA)**

GENERAL CONDITIONS OF CONTRACT  
APPLICABLE TO **PURCHASE ORDER / CONTRACTS** FOR IMPORTED  
STORES  
PLACED BY THE INSTITUTE FOR PLASMA RESEARCH

INDEX

SECTION I - GENERAL CONDITIONS OF CONTRACTS

CLAUSE  
NUMBER

- 1.0 Preamble
- 2.1 Definitions and interpretations
- 2.2 Authority of persons signing the contract on behalf of Contractor
- 2.3 Sub-contracting
- 2.4 Drawings and specifications
- 2.5 General Warranty
- 2.6 Alteration
- 2.7 Packing
- 2.8 Inspection
- 2.9 Marking
- 2.10 Time for and date of delivery – the essence of contract.
- 2.11 Rectification and replacement of defective stores
- 2.12 Inspector’s authority to certify performance
- 2.13 Consequence of Rejection
- 2.14 Warranty
- 2.15 Permits and Licenses
- 2.16 Patent indemnification
- 2.17 Mode and terms of payment including payment of agency commission and bank charges.
- 2.18 Insurance
- 2.19 Withholding and lien in respect of sums claimed.
- 2.20 Lien in respect of claims in other contracts.
- 2.21 Arbitration
- 2.22 **SECTION II - SPECIAL CONDITIONS OF CONTRACTS**
  - 2.22.1 Responsibility for completeness
  - 2.22.2 Final Test
  - 2.22.3 Rejection of Defective Plant
  - 2.22.4 Warranty
  - 2.22.5 Guarantee for spare parts
  - 2.22.6 Erection and commissioning including time for completion
  - 2.22.7 Time for Completion of Erection
  - 2.22.8 Training
  - 2.22.9 Performance bond
  - 2.22.10 Specimen form for performance bond- Appendix ‘A’

GENERAL CONDITIONS OF CONTRACT  
APPLICABLE TO **PURCHASE ORDER / CONTRACTS** FOR IMPORTED  
STORES  
PLACED BY THE INSTITUTE FOR PLASMA RESEARCH

SECTION – I

**1. PEAMBLE**

1.1 While the conditions contained in Section I will apply to all contracts. Section II will also apply to contracts for Plant/Machinery/Equipment/Instrument.

**2.0 GENERAL CONDITIONS OF CONTRACT**

**2.1 DEFINITIONS AND INTERPRETATION**

2.1.1 In the contract and the general and special conditions governing it, unless the context otherwise requires

2.1.2 “PURCHASER” means the shall mean the Institute for Plasma Research, acting through the Director or his authorized representative [herein after called as “IPR”]

2.1.3 “DIRECTOR”, means the Director of IPR, for the time being in the administrative charge of the Director, IPR and includes the Senior Purchase Officer, Purchase Officer or Assistant Purchase officer or any other officer authorized for the time being to execute contracts relating to the purchase and supplies of stores on behalf of the Purchaser.

2.1.4 “CONTRACTOR” or “SUPPLIER” means the individual firm or company with whom or with which the contract/purchase order for supply of Stores is placed and shall be deemed to include his successors, heirs, executors, administrators and permitted assignees, as the case may be.

2.1.5 “CONTRACT” or “PURCHASE ORDER” means and comprises of a Letter or \*Cable or \*Telex or \*Fax(\*followed by a written confirmation) conveying acceptance of Contractor’s offer and invitation to tender, tender containing offer, advance acceptance of the offer, acceptance of offer, general and special conditions of contract specified in the acceptance of offer and any subsequent amendments/alterations thereto made on the basis of mutual agreement.

2.1.6 “STORES” OR “MATERIAL” means the goods specified in the contract/purchase order which the contractor has agreed to supply under the contract.

2.1.7 “SUB-CONTRACTOR” or “SUB-SUPPLIER” means any contractor or supplier engaged by the contractor or the supplier with the prior approval of the Purchaser in relation to the contract/purchase order.

2.1.8 “INSPECTOR” or “QUALITY SURVEYOR” means any Engineer nominated and deputed by the purchaser or their appointed Consultants or quality

Surveillance Agency or any other person from time to time authorized by the Purchaser to act as his representative for the purpose of inspection of stores under the contract/purchase order.

#### 2.1.9 PARTIES

2.1.9.1 The parties to the contract are the Contractor and the Purchaser and the Purchaser named in the Contract/Purchase Order.

### **2.2 AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR**

2.2.1 The person signing the contract or the purchase order or any other document in respect of the contract or purchase order on behalf of the contractor shall be deemed to warrant that he has the authority to bind the contractor

### **2.3 SUB-CONTRACTING**

2.3.1 The contractor/supplier shall not assign, sublet or delegate the contract or any part thereof without the Purchaser's prior written consent, which consent shall not be unreasonably withheld, but he may without the Purchaser's consent purchase such parts, accessories or associated equipment as he does not normally manufacture.

### **2.4 DRAWINGS AND SPECIFICATIONS**

2.4.1 The drawings and specifications are intended to be complementary and to provide for and comprise everything necessary for the completion of supply. Any material shown on the drawing even if not particularly described in specifications or vice versa is to be supplied by the Contractor as if it were both shown and specified.

2.4.2 Should any discrepancy be noted in the drawings and/or specifications and should any interpretation of the same be required, the matter shall be referred to the Purchaser for clarification which shall be binding upon the contractor. Otherwise, the contractor shall assume responsibility for the interpretation of the drawings and specifications including interpretation by his sub-contractors.

2.4.3 Should any difference or dispute arise with regard to the true intent and meaning of drawings or specification or should any portion of the same be obscure or capable of more than one interpretation, the same shall be decided by the Purchaser whose decision shall be final.

2.4.4 All lettering on the drawings is to be considered as part of the specification and contract. In all cases figured dimensions are to be followed rather than those indicated by scale. Large scale drawings will take precedence over smaller scale drawings.

2.4.5 The contractor's drawings shall, when approved by the Purchaser, be deemed to be included in the list of drawings which form part of the contract. The contractor shall not proceed with fabrication until all drawings associated therewith have been duly approved by the Purchaser.

2.4.6 The Contractor shall be responsible for and shall pay for any alterations of the stores and shall indemnify the Purchaser for any consequentious expenditure incurred by the Purchaser due to any discrepancies, errors, omissions in the drawings or other particulars supplied by him whether such drawings or specifications have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or specifications furnished to the contractor on behalf of the Purchaser.

## **2.5 GENERAL WARRANTY**

2.5.1 The stores supplied by the contractor under the contract shall be of best quality and workmanship. The contractor shall supply the stores in accordance with the contract specifications unless any deviation has been expressly specified in the contract and any amendments agreed thereto.

2.5.2 The contractor's offer to supply stores in accordance with the tender specifications shall be deemed to be in admission on his part that he has fully acquainted himself with the details thereof and no claim shall lie against the Purchaser on the ground that the contractor did not examine or acquaint himself fully with the tender specifications.

## **2.6 ALTERATIONS**

2.6.1 The Purchaser may, from time to time, make changes in the drawings specifications and issue additional instructions without altering the purchase order in any manner provided that no changes shall have been ordered which materially alter the character and scope of the supply under the contract.

2.6.2 It shall be lawful for the parties to the contract to alter by mutual consent at any time and from time to time the drawings and specifications and as from the dates specified by him stores to be supplied shall be in accordance with such altered drawings and specifications provided that if any such alterations involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or the period prescribed for delivery shall be made by mutual agreement in respect of the stores to which the alteration applies. In all other respects, the contract shall remain unaltered.

## **2.7 PACKING**

2.7.1 The contract shall pack the stores at his own cost sufficiently and properly for transit by sea/air as the case may be so as to ensure their being free from loss or damage while in transit to the ultimate destination specified in the contract.

2.7.2 Unless otherwise provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the Stores are supplied by the contractor shall be considered as property of the Purchaser and their cost as having been included in the contract price.

## **2.8 INSPECTION**

- 2.8.1 The contractor shall be responsible for and perform all inspection and testing required in accordance with the contract/purchase order and specifications included therewith.
- 2.8.2 The Purchaser may at his option depute his representative for Inspection of the stores to be supplied under the contract or authorize and nominate a Quality Surveillance Agency of his choice for the purpose hereinafter called, in either case, the inspection.
- 2.8.3 The supplier shall give notice of readiness for inspection to the Inspector (deputed under clause 2.8.2 above) so that the Inspector can be present at the requisite time. In such an event delivery shall not be effected until an authorization or shipping release is obtained from the Purchaser's Inspector.
- 2.8.4 The contractor shall allow reasonable facility and free access to his work/factory and records to the inspector for the purpose of inspection or for ascertaining the progress of delivery under the contract.

## 2.9 MARKING

- 2.9.1 Each package delivered under the contract shall be marked by the contractor at his own expense on three sides of the package and such markings shall be distinct and shall clearly indicate the description and quantity of stores, name and address of the consignee, gross and net weight of the package, name of the contractor, ultimate destination, port of discharge etc.

The marking shall generally be as under

Name and address of the consignee	Purchase Officer, Institute for Plasma Research, Nr. Indira Bridge Bhat, Gandhinagar-382428 Gujarat, India.
Contract Number and Date	No. _____ Date _____
Brief Description of Goods	
Weight	
Dimension	
Ultimate Destination	
Port of Discharge	
Package Number	

- 2.9.2 Each package shall contain a packing note specifying the name and address of the contractor, the number and date of the contract/purchase order, name and address of the consignee, description of the stores and the quantity contained in such package.
- 2.9.3 The inspector, wherever deputed by Purchase under clause 2.8.2 may reject the stores of the stores are not packed and/or Marked as aforesaid and in case where the packing materials are specifically prescribed, if such materials are not in accordance with the terms of the contract.



**2.10 TIME FOR AND DATE OF DELIVERY – THE ESSENCE OF CONTRACT.**

2.10.1 The time for and date of delivery of the stores stipulated in the contract shall be deemed to be of the essence of the contract and delivery must be completed not later than date/dates stipulated.

**2.10.2 EXTENSION OF DELIVERY SCHEDULE / LIQUIDATED DAMAGES**

2.10.2.1 If any delay in delivery shall have arisen from any cause such as strike, lockouts, fire, accidents, riot or the like which the purchaser may admit as reasonable ground for grant of extension of delivery schedule, the purchaser will allow such additional period for the purpose as he may consider necessary taking the circumstances into consideration.

2.10.2.2 If the contractor fails to deliver the stores or any instalment or part thereof within the period fixed for such delivery or such additional period allowed by the purchaser in accordance with foregoing para or any time before the expiry of such period repudiates the contract, the Director, IPR may without prejudice to the rights of the purchaser.

2.10.2.2.1 recover from the contractors as agreed liquidated damages and not by way of penalty a sum equivalent to 2% (two percent) of the price of any stores which the contractor has failed to deliver within the period fixed for delivery in the contract or such additional period as mentioned in para 2.10.2.1 for each month or part of the month during which the delivery of such stores, may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. (For the purpose of computing the damages for delayed supplies under the clause, the cost of the entire plant/machinery/equipment/instrument will be taken into consideration if the plant/machinery/equipment/instrument cannot be put to the intended use for want of delayed portion of supply). OR

2.10.2.2.1.1 To recover from the Contractor, at the sole discretion of the Purchaser, token liquidated damages up to 10% of the normal liquidated damages may be imposed.

2.10.2.2.1.2 **Conditions under which Liquidated Damages will be levied are** as under:

<b>CONDITION</b>	<b>LEVY OF LIQUIDATED DAMAGES</b>
i) Delay in supplies resulted in monetary loss actual/demonstrable and supplier was fully responsible for the delay	Full Liquidated Damages will be levied as specified.
ii) Delay in supplies resulted in monetary loss actual/demonstrable but the supplier was responsible only for part of the delay and remaining part of the delay was beyond their control and attributable to the purchaser.	Full Liquidated Damages will be levied as specified for which supplier is responsible.
iii) Delay in supplies resulted in	Liquidated Damages may be

monetary loss actual/demonstrable and entire delay was due to circumstances beyond their control and fully attributable to the Purchaser	waived in full.
iv) Delay in supplies. However, monetary loss actual/ demonstrable cannot be certified	Token Liquidated Damages equal of 10% of full Liquidated Damages will be levied.

2.10.2.2.2 Purchase or authorise the purchase elsewhere without notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR whose opinion shall be final, readily procurable) without cancelling the contract in respect of the portion instrument not yet due of delivery. OR

2.10.2.2.3 Cancel the contract or portion thereof and if so desired purchase or authorise purchase of the stores not so delivered or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR whose opinion shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his offer in response to risk purchase enquiry even though the lowest.

2.10.3 Where action is taken under sub-clause 2.10.2.2.2 or sub-clause 2.10.2.2.3 above the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchaser or, if there is an agreement to purchase such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Director, IPR. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

2.10.4 **Extension of time:** As soon as it is apparent that contract dates cannot be adhered to an application shall be sent by the contractor to the Purchaser. If failure, on the part of the Contractor to deliver the stores in proper time shall have arisen from any causes which the Purchaser may admit as reasonable ground for an extension of time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances of the case without prejudice to the Purchaser's rights to cover liquidated damages under clause 2.21.2 hereof

2.10.5 However, if the contractor fails to apply and secure extension of contract delivery dates before effecting the delivery of the supplies against the contract, acceptance of such stores by the Purchaser will in no way prejudice the rights of the Purchaser to levy the liquidated damages for delayed deliveries nor will it entitle the contractor for payment of

statutory levies that come into force after the expiry of the contract delivery dates.

## **2.11 RECTIFICATION AND REPLACEMENT OF DEFECTIVE STORES**

2.11.1 If the inspector find that the contractor has executed any unsound or imperfect work, the inspector shall notify such defects to the contractor and the contractor on receiving the details of such defects or deficiency, shall at his own expenses, within seven days or otherwise within such time as may be mutually agreed upon as reasonably necessary, proceed to alter, reconstruct or remanufacture the stores to the requisite standard and specifications as called for by the tender specification.

## **2.12 INSPECTOR'S AUTHORITY TO CERTIFY PERFORMANCE**

2.12.1 The Inspector, where ever deputed by the Purchaser under Clause 2.8.2 shall have the power:

2.12.1.1 Before any stores or parts thereof submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

2.12.1.2 Reject any stores submitted for inspection or part thereof as not being in accordance within the specification.

## **2.13 CONSEQUENCE OF REJECTION**

2.13.1 If on the store being rejected by the inspector or consignee at the destination the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Director, IPR may:

2.13.1.1 Allow the contractor to submit for inspection fresh stores in replacement of those rejected, within specified time, the contractor bearing the cost of freight on such replacement without being entitled to any extra payment on that account. OR

2.13.1.2 purchase or authorise the purchase of quantity of the stores rejected or others of similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR which opinion shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards further supply of stores due under the contract.

2.13.1.3 Cancel the contract and purchase or authorise the purchase of stores or others of a similar description (where stores exactly complying with the contract specification are not in the opinion of the Director, IPR which opinion shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under sub clause 2.13.1.2 above of this sub-clause, the provision of Clause 2.10.2 shall apply as far as applicable.

## **2.14 WARRANTY**

2.14.1 The contractor warrants that stores to be supplied under the contract shall be free from all defects and faults in materials, workmanship and

manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for stores of the types under the contract in full conformity with the specifications, drawings or samples, if any and shall if operable, operate properly. This warranty shall expire (except in respect of complaints notified to the contractor prior to such date) twelve months after the date of receipt of the last lot of stores under the contract at the ultimate destination stipulated in the contract.

2.14.2 Should any defect or deficiency in the stores supplied by the contractor under the contract appear to be discovered within 12 months from the date of receipt of the stores in India, the contractor upon notification of such defects or deficiency by Purchaser, shall forthwith take measure to rectify every such defect, deficiency or failure without cost to the Purchaser. If the contractor after such notification shall make default or delay in diligently rectifying all such defects, deficiencies or failure to the satisfaction of the Purchaser, the Purchaser may take recourse to the remedies provided for in clause 2.10.2.2.2 as applicable.

## **2.15 PERMIT AND LICENCES**

2.15.1 The contractor shall secure and pay for all licences and permit at his end which he may be required to comply with all laws ordinances and regulations of the public authorities in connection with the performance of his obligations under the contract. The contractor shall be responsible for all damages and shall indemnify and save the purchaser harmless from against all claims for damages and liability which may arise out of the failure of the contractors to secure and pay for any such licences and permits or to comply fully which any and all applicable laws ordinances and regulations.

## **2.16 PATENT INDEMNIFICATION**

2.16.1 The Contractor shall indemnify and keep indemnified the Purchaser from and against any and all claims, actions, costs, charges and expenses arising from or for infringement of patent rights, copy right or other protected rights, of any design plans, diagrams, drawings in respect of the stores supplied by the contractors or any of the manufacturing methods or process adopted by contractor for the stores supplied under the contract.

2.16.2 In the event of any claim being made or action being taken against the purchaser in respect of the matter referred to clause 2.16.1 above, the contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

2.16.3 In the event of any designs, drawing, plans or diagrams or any manufacturing methods or process furnished by the contractor constituting infringement of patent or any other protected rights and use thereof is restrained, the contractor shall procure for Purchaser, at not cost to the letter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement and subject to approval by the Purchaser or modify them so that they become noninfringing, but such modifications shall otherwise be to the entire satisfaction of the Purchaser.

2.16.4 The provision of the clause remain effective and binding upon the Contractor even after the completion, expiration or termination of the contract.

## **2.17 MODE AND TERMS OF PAYMENT**

2.17.1 Unless otherwise specified in the contract, payment in full (excluding the amount of the commission included in the price payable directly by the Purchaser to the Indian Agent) shall be made within 30 (thirty) days from the date of presentation of the following documents to the Purchaser's Bank specified in each contract:

- a. Negotiable Bill of Lading or Airway Bill as the case may be evidencing shipment
- b. Invoice for the shipment : Four Copies
- c. Packing List : Four copies
- d. Certificate of country of origin : Two copies
- e. Shipping release from Inspector or Quality Surveillance Agency nominated by the Purchaser for the purpose of inspection: Four copies
- f. Certificate of Quality including work test certificates of Chemical Analysis where applicable: Two copies
- g. Shipping authorization from purchaser wherever required.
- h. Bank Guarantee for the 10 percent of the value of contract in respect of plant/machinery/equipment/instrument towards performance bond as provided for in Clause 2.22.8 of Section II

An advance copy of invoice along with details of documents forwarded through bank should be sent to the Paying Authority mentioned in the Purchase Order to enable him to verify the claim and honour the documents is in order without delay.

2.17.2 The contractor shall be responsible to make available to the purchaser the documents which are essential for arranging customs clearance in India. The contractor shall arrange through his bank to have the documents air mailed to the Purchase's bank without any delay. He shall also arrange to forward directly to the Purchase Officer, IPR, three copies of non-negotiable Bill of lading or Airway Bill as the case may be, along with a copy of the invoice and packing list. If the purchaser incurs any extra expenditure by way of penalty payable to the Port Trust authorities in India or any other such expenditure due to delay in receipt of shipping documents specified by him, the contractor shall be responsible for making good such extra expenditure incurred by the Purchaser.

### **2.17.3 BANK CHARGES**

2.17.3.1 While the Purchaser shall bear the bank charges payable to his Bankers in India (State Bank of India, Ahmedabad) the Contractor shall bear all the bank charges payable outside India including the charges towards advising/amendments commission.

### **2.17.4 AGENCY COMMISSION**

2.17.4.1 The amount of commission included in the price and payable to the Indian Agents of the Contractor shall be paid directly to the Indian Agents by the Purchaser in equivalent Indian Rupees on the basis of an Invoice from the

Indian Agent. "Payment will be released to the Indian Agents after receipt and final acceptance of the goods by the Purchaser and the exchange rate will be the one based on which payment is made to the Contractor".

2.17.4.2 The contractor shall send invoice only for the net amount payable to him after deducting the amount of agency commission included in the invoice which would be paid to the Indian Agents directly by the Purchaser. However the contractors invoice should separately reflect the amount of commission payable to his Indian Agent.

## **2.18 INSURANCE**

2.18.1 Transit insurance from warehouse to warehouse shall be arranged by the purchaser through his underwriters unless this responsibility is specifically entrusted to the contractor in any particular case.

## **2.19 WITH-HOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

2.19.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, Purchaser shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Purchaser or any person contracting through the Director, IPR pending finalisation of any such claims.

2.19.2 It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the purchaser will be kept withheld or retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator and that the contractor will have no claim for interest or damage whatsoever on any contract in respect of such with-holding or retention under the lien referred to supra and duly notified as such to the contractor.

## **2.20 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS**

2.20.1 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under contract may be withheld or retained by way of lien by the Purchaser or any other person or persons contracting through the Director, IPR against any claim of the Purchaser or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Purchaser or with other such person or persons.

2.20.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser will be kept withheld or retained as such by Purchaser till this claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with-held or retained under this clause and duly notified as such to the contractor.

## **2.21 ARBITRATION**

2.21.1 All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more Arbitrators appointed in accordance with the said Rules.

#### 2.21.2 **LIQUIDATED DAMAGES**

2.21.2.1 As per Standard Terms & conditions, the Purchaser reserves the right to levy the Liquidated Damages, for delay in supply beyond the contractual delivery date at the rate of 2% of the value of the stores the delivery of which is delayed, for each month or part of a month.

### **SECTION II**

In addition to the General Conditions of Contract contained in Section I above the following Special conditions shall apply to contracts for supply of plant/machinery/equipment/manufactured equipment. These special conditions in Section I shall override the letter.

#### 2.22 **SPECIAL CONDITIONS OF CONTRACT**

##### 2.22.1 **RESPONSIBILITY FOR COMPLETENESS**

2.22.1.1 All fittings or accessories which may not be specifically mentioned in the tender specifications of the contract but which are necessary, are to be provided by the contractor without extra charge and the plant/machinery/equipment/instruments must be completed in all respect.

##### 2.22.2 **FINAL TEST**

2.22.2.1 The final tests as to performance and guarantee shall commence within one month of completion of successful installation.

##### 2.22.3 **REJECTION OF DEFECTIVE PLANT**

2.22.3.1 If the completed plant or any portion thereof before it is finally accepted is found to be defective or fails to fulfil the requirements of the contract, the Purchaser shall give the Contractor notice setting forth with the details of such defects or failure and the contractor shall forthwith rectify the defective plant or alter the same to make comply with the requirement of the contract. Should the contractors fail to do so within a reasonable time the Purchaser may reject and replace at the cost of the Contractor, the whole or any portion of the Plant as the case may be, which is defective or fails to fulfil the requirement of the contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at reasonable price and where reasonably possible to the same specifications and under competitive conditions. The Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and or erected as provided for in the contract such extra cost being the difference between the price paid by the Purchaser under the provisions above mentioned for such replacement and the contract price for them. Contractor shall refund to Purchaser any sum paid by the Purchaser to the Contractor in respect of such defective plant.

#### **2.22.4 WARRANTY**

2.22.4.1 For a period of twelve calendar months after the plant/machinery/equipment/instruments has been put into operation (or a suitable mutually agreed longer period to be reckoned from the date of last major shipment depending upon the nature of the plant/machinery/equipment/instrument) the Contractor shall be responsible for any defects that may develop under conditions provided for the contract and under proper use, arising from the faulty materials, design or workmanship in the plant or from faulty erection of the plant by the Contractor, but otherwise and shall rectify such defects at his own cost when called upon to do so by the Purchaser who shall state in writing such defects.

2.22.4.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the plant for purpose of rectification under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed under the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later. If any defects not rectified within reasonable time, the purchaser may proceed to get the work done at contractor's risk and expenses but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

2.22.4.3 All inspections adjustments, replacements or renewals carried out by the Contractor during the warranty period shall be subject to the same conditions as in the contract.

2.22.5 All contractor shall under that before going out of production of the spare parts he will give adequate advance notice to the Purchaser so that the letter may order his requirement of spares in one lot if he so desires.

2.22.6 The contractor shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints, drawings of spare parts and specifications of material at no cost to the Purchaser, if and when required in connection with the equipment to enable Purchaser to fabricate or procure spare parts from other sources.

2.22.7 The provision of this clause shall remain effective and binding upon the Contractor even after the completion or expiration of the contract and till the plant/machinery/equipment supplied under the contract is in use by the Purchaser.

#### **2.22.8 ERECTION AND COMMISSIONING**

2.22.8.1 In all cases where contracts provide for supervision of erection and commissioning or for test at the Purchaser's premises the Purchaser except where otherwise specified, shall provide free of charge, such labour, Materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded by the contractor to carryout efficiently such supervision of erection and commissioning and for the requisite test. In case of contracts requiring electricity for the completion of erection, commissioning and testing at site, such electricity shall be supplied free to the Contractor.



**2.22.8.2 Action by the Purchaser under the clause shall not relieve the contractor of his warranty obligation under the contract.**

**2.22.9 TRAINING**

2.22.7.1 The Contractor shall, if required by the Purchase, provide facilities for the practical training of purchaser's engineering or technical personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the contract/stores, number of such personnel to be mutually agreed upon.

**2.22.10 PERFORMANCE BOND**

2.22.10 The Contractor shall furnish a performance bond in the form of a bank guarantee as per the specimen at Appendix "A" to this section for an amount equal to ten percent (10%) of the total value of the contract valid till expiration of the warranty period as a security for the satisfactory performance of the plant/machinery/equipment/instrument supplied under the contract.

**2.22.11 MODE OF PAYMENT**

2.22.11.1 Unless otherwise agreed to in writing between the Purchaser and the Contractor, payment for the delivery of the material will be made as follows.

**(1) Through Letter of Credit :-**

The Letter of Credit will be established for 80% of FCA/FOB value after receipt of valid export license by the vendor (if required) and will be allowed to draw payment as under:-

80% of the FCA/FOB value will be paid against presentation of clear & unconditional shipping documents together with the shipment clearance letter issued by IPR to the negotiating Bank.

**(2) Through Wire Transfer :-**

20% of the FCA/FOB value plus Installation & Commissioning (if applicable) will be paid within 30 days after installation and commissioning and completion of satisfactory acceptance tests at IPR site and on submission of the Invoice with Final Acceptance Certificate issued by IPR & alongwith 10% Performance Bank guarantee of the contract value from a first class foreign bank/nationalized/scheduled bank, valid throughout the warranty period and the grace period of 2 months. ***(A format for performance bank guarantee is attached herewith (refer appendix 'A')).***

2.22.11.2 **Advance payments other than mentioned above will be loaded with interest @ 12% p.a. upto the delivery period quoted for the purpose of comparison of price amongst the bidders.**

**Interest for delay in supply beyond the contractual delivery date:** Wherever advance payments are sought for by the contractor and admitted in the

contract, against Bank Guarantee for equivalent amount, in the event of any delay in supply beyond the contractual delivery date for reasons attributable to the contractor, interest charges @ 12% shall be levied for the period beyond the contractual delivery date, on the amount of balance advance payment to be adjusted.

**APPENDIX 'A'**  
TO  
PART-II SPECIAL CONDITIONS OF CONTRACT  
PERFORMANCE BOND  
(TO BE EXECUTED BY THE CONTRACTOR'S BANK **On non-judicial stamp paper of appropriate value**)

Institute for Plasma Research  
Nr. Indira Bridge  
Bhat, Gandhinagar-382428  
Gujarat  
INDIA

WEHREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ M/s. \_\_\_\_\_ having its registered Office at \_\_\_\_\_ (hereinafter called 'The Contractor') entered into an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ for manufacture and supply of \_\_\_\_\_ hereinafter called 'The Contract') with the Director, IPR (hereinafter called 'The Purchaser')

AND WHEREAS under the terms and conditions of the contract final payment amounting to --under the contract is to be made against a performance bond in the form of bank guarantee furnished by the Contractor for a sum \_\_\_\_\_ of equivalent to 10% (Ten per cent) of the value of the contract towards satisfactory performance of the \_\_\_\_\_ (hereinafter called the equipment) valid for a period of 12 months from the date of putting into operation of the said equipment or \_\_\_\_\_ months from the date of receipt of the last lot of consignment whichever is earlier.

NOW We, (bank) in consideration of the promises and payment of the final/balance amount of \_\_\_\_\_ under the contract to the contractor hereby agree and undertake to pay on demand and without any demur to the Director, IPR of the contractor a sum not exceeding \_\_\_\_\_ against any loss or damage that may be suffered by the Purchaser by the reasons of any unsatisfactory performance of the said equipment.

AND we, \_\_\_\_\_ (Bank) hereby also agree that the decision of the said Director, IPR as to whether the said equipment is giving satisfactory performance or not and as to the amount of loss or damages suffered by the Purchaser on account of unsatisfactory performance of the said equipment shall be final and binding on us.

AND We (bank) hereby further agree that our liability hereunder shall not be discharged by virtue of any agreement between the Purchaser & the Contractor whether with or without knowledge and/or consent or by reason of the Purchaser showing any indulgence or forbearance to the contractor whether as to payment, time performance or any other matter whatsoever relating to the contract which but for this provision would amount to discharge of the surety under the law.

Our guarantee shall remain in force until \_\_\_\_\_ and unless a claim under the guarantee is lodged with us within six months from the date (i.e. \_\_\_\_\_), all rights of the Purchaser under the Guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder.

Our liability under this guarantee shall not be affected by any change in our constitution or the constitution of the contractor.

(Stamp & Signature)  
FOR AND ON BEHALF \_\_\_\_\_ (BANK)  
DATED AT \_\_\_\_\_ THE \_\_\_\_\_ 200

**APPENDIX 'B'**

TO  
PART – II SPECIAL CONDITIONS OF CONTRACT  
SECURITY DEPOSIT  
(TO BE EXECUTED BY THE CONTRACTOR'S BANK - **On non-judicial  
stamp paper of appropriate value**)

THIS DEED OF GUARANTEE MADE AT \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_  
\_\_\_\_\_ between \_\_\_\_\_ having its registered office at \_\_\_\_\_ and one of  
Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter called "the  
purchaser" which expression shall mean and include the said INSTITUTE FOR  
PLASMA RESEARCH, ANDHINAGAR and its successors and assigns) of the other part.

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor/Supplier") having  
its registered office at \_\_\_\_\_ have entered into a Contract having  
order/ contract value of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/  
Euro \_\_\_\_\_) with the purchaser being Purchase order/Contract No. \_\_\_\_\_  
Dated \_\_\_\_\_ for \_\_\_\_\_ in accordance with the terms, specifications and conditions  
contained therein.

AND WHEREAS under the terms of the aforesaid order/contract,  
the contractor/Supplier is to furnish to the Purchaser a Bank guarantee for an  
amount of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_)  
being 10% of the total value of the purchase order/contract by way of security for  
fulfilment of the Contractual obligations on the part of the Contractor/Supplier  
thereunder.

AND WHEREAS the Contractor/Supplier has requested the Bank to guarantee the  
due payment of the aforesaid amount by the contractor/supplier to the purchaser in  
case the contractor/supplier fails to fulfil any of the aforesaid contractual obligations.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. The Bank hereby agrees unequivocally and unconditionally to pay within 48  
hours, on demand, in writing from the purchaser or any officer authorised by it in  
this behalf and without demur, any amount upto and not exceeding  
Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_)  
to the Purchaser on behalf of the Contractor /Supplier.
2. This guarantee is valid and binding upon the Bank till final acceptance of the  
ordered item/s by the Purchaser and fulfilment of all the contractual  
obligations to the satisfaction of the Purchaser and shall not be terminable or  
affected by notice of any change in this constitution of the Bank or of the  
firm of Contractor or on account of any reason whatsoever.
3. The liability of the Bank hereunder shall not be impaired or discharged by  
any extension of time or variations or alterations made or conceded or agreed  
within or without the knowledge or consent of the Bank or by or between the  
parties to the said Purchase order.
4. The liability of the Bank under this deed is restricted to the sum of  
Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_)  
and same shall remain in force till final acceptance of the ordered item/s covered  
in the Purchase order (two months beyond final acceptance date). In case any  
further extension of the present guarantee is required the same shall be

granted on receiving instructions in writing there for from the contractor/supplier on whose behalf this guarantee is issued.

5. Unless proceeding for enforcing this guarantee is commenced against the Bank within two months from the expiry of the aforesaid period or such extended period or period as aforesaid all the rights of the Purchaser under this guarantee shall be extinguished and the Bank shall be relieved and discharged from all liabilities hereunder.
6. The neglect or forbearance of the Purchaser in enforcement of any of its rights under the aforesaid purchase order against the contractor/supplier shall in no way relieve the Bank of its liability under this deed.

In witness whereof, we the \_\_\_\_\_ have executed this. This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Witnesses: (1)  
(2)

## APPENDIX 'C'

### BANK GUARANTEE (ADVANCE PAYMENT)

(TO BE EXECUTED BY THE CONTRACTOR'S BANK - **On non-judicial stamp paper of appropriate value**)

BANK GUARANTEE NO. \_\_\_\_\_ DATE: \_\_\_\_\_

1. WHEREAS on or about the \_\_\_\_\_ day of \_\_\_\_\_ M/s \_\_\_\_\_, a company registered under the companies act and having its registered office at \_\_\_\_\_ (hereinafter referred to as "the Contractor/Supplier") entered into an Agreement/Contract/Purchase Order bearing No. \_\_\_\_\_ date \_\_\_\_\_ with IPR (INSTITUTE FOR PLASMA RESEARCH), Near Indira Bridge, Bhat, Gandhinagar 382 428, Gujarat, India (hereinafter referred to as "The Purchaser") for the supply of \_\_\_\_\_ (hereinafter referred to as "the Equipment").

2. AND WHEREAS under the terms and conditions of the contract an amount of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ only) representing \_\_\_\_\_ percent advance payment out of the contract value of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ only) is to be paid by the Purchaser.

3. AND WHEREAS IPR has agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.

4. NOW WE, \_\_\_\_\_ (Name and Address of the Bank) in consideration of the Purchaser having agreed to pay to the Contractor an advance payment of Rs./USD/Euro \_\_\_\_\_ (Rupees/USD/Euro \_\_\_\_\_ Only) do hereby agree and undertake to indemnify the Purchaser and keep the Purchaser indemnified to the extent of a sum not exceeding the said sum of Rs./ USD/Euro \_\_\_\_\_ (Rupees/ USD/Euro \_\_\_\_\_ Only) against any damage or loss that may be suffered by the Purchaser by reason of non-fulfillment of any of the terms and conditions of the contract by the Contractor.

5. WE, \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement/Contract/Purchase Order or by reason of the Contractor(s)'s failure to perform the said Agreement/Contract/Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./USD/Euro \_\_\_\_\_ (Rupees/ USD/Euro \_\_\_\_\_ Only).

6. WE, \_\_\_\_\_ (Bank) undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us.

7. AND WE, \_\_\_\_\_ (Bank) hereby further agree that the decision of the said Project Director, IPR as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to amount of damage or loss assessed by the

said Project Director as damage or loss suffered by the Purchaser/IPR on account of such breach would be final and binding on us.

8.WE\_\_\_\_\_ (Bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement/Contract/Purchase Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement/Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

9.THIS GUARANTEE will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

10.OUR GUARANTEE shall remain in force until\_\_\_\_\_ (two months beyond the contract completion date) and unless a claim under the guarantee is lodged on or before the above date, all rights of Purchaser under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

In witness whereof, we the \_\_\_\_\_ have executed this.

Dated the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For \_\_\_\_\_  
(Indicate the name of bank with Postal address, Fax Number & email address)

Witnesses:(1)

(2)

# PART - III

## TECHNICAL SPECIFICATIONS OF STORES

### Technical specifications of Oxygen Free Electronic (OFE) Copper Rectangular Tube

**Item: Oxygen Free Electronic (OFE) Copper Rectangular Tube**

**Quantity: 660 feet**

**1. GENERAL:**

The OFE copper material as per ASTM B170 Grade 1 (UNS C10100) or equivalent in the form of rectangular tube will be used in our application. It is important that the material should have high dimensional accuracy, surface finish and it should be free from any defects. Also the machinability, brazeability should be fair to carry out desired fabrication process.

**2. SCOPE OF SUPPLY:**

Description	Quantity
OFE copper Rectangular tube of inner dimensions 72.14mm X 34.04mm (2.840" X 1.340") confirming to ASTM B170 Grade 1 UNS C10100 or equivalent as per specification	660 Ft (One standard length of 12 ft X 55 Nos. preferably)

**3. SPECIFICATION:**

SN	Particulars	IPR requirement
1	Material	OFE Copper material as per ASTM B170 Grade 1 UNS C10100 or equivalent
2	Inner Dimensions	72.14mm X 34.04mm (2.840" X 1.340")
3	Tolerance for inner dimensions	±0.15mm (0.006")
4	Outer Dimensions	80.14mm X 42.04mm (3.155" X 1.655")
5	Tolerance for outer dimension	±0.25mm (0.01")
6	Inner corner radius	≤ 1.5mm (0.06")
7	Inside surface roughness	≤ 1.6µm (63µinch)
8	Electrical conductivity	≥101% IACS (annealed state @20°C)
9	Rectangular tube length	12 Ft ± 25mm preferably
10	Twist in whole length	2mm (0.08") max. (Typ.)
11	Straightness in whole length	5mm (0.2") max. (Typ.)
12	Temper	As drawn (1/2 Hard preferable)



13	General requirements	No defects on the external surface and inside surface like cracks, voids, scratches and other structural discontinuities.
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**4. IDENTIFICATION / MARKING:**

Each rectangular tube should be marked with supplier/manufacturer name, batch no, tube no. Marking shall be at least on one side (Outer side) of the tube and repeated along the length. Marking should not be erased by isopropyl alcohol, acetone or thinner like solvent.

**5. DISPATCH CLEARANCE:**

Party has to supply 3 feet sample from same batch along with test certificates as mentioned below to IPR before dispatch the material. IPR will go through the sample and test results provided by the party and give the dispatch clearance certificate. Party has to dispatch the material only after getting the dispatch clearance certificate from IPR. If the sample is rejected, party has to send the fresh sample for evaluation. If party do not meet the IPR requirements, the order will be cancelled.

**TEST CERTIFICATES:**

- 1) Chemical composition including oxygen content
- 2) Tensile test
- 3) Electrical Conductivity
- 4) Dimensional check
- 5) Surface roughness
- 6) Embrittlement Test
- 7) Quality control certificate mentioning that the material is free from any manufacturing or physical defect

Test certificates should be fully endorsed by the party.

**6. FINAL ACCEPTANCE:**

Final acceptance would be given after testing the rectangular OFE copper tube for its visual inspection, dimensions and surface roughness at IPR.

**7. PACKING AND DELIVERY**

Packing shall be done properly to avoid the possibility of scratching to any face of the material. Proper cushioning should be used. There should not be any damage to the material while transporting the material to IPR. The damaged material should be replaced free of cost. The material should be delivered to IPR within period of 8-10 weeks after approval of 3 feet sample.

**8. GENERAL NOTES:**

- 1) Supplier has to submit the detail specification of OFE copper material along with compliance statement.
- 2) Quantity tolerance upto 5% is acceptable.
- 3) Testing charges if any should be quoted separately.
- 4) Cleaning procedure of the copper tube should be provided along with the material.

# Compliance Statement

**Item: Oxygen Free Electronic (OFE) Copper Rectangular Tube**

**Quantity: 660 feet**

IPR Specification		Vendor's Specification
<b>SCOPE OF SUPPLY:</b>		
<b>Description</b>	<b>Quantity</b>	
OFE copper Rectangular tube of inner dimensions 72.14mm X 34.04mm (2.840" X 1.340") confirming to ASTM B170 Grade 1 UNS C10100 or equivalent as per specification	660 Ft (One standard length of 12 ft X 55 Nos. preferably)	
<b>SPECIFICATION:</b>		
<b>SN</b>	<b>Particulars</b>	<b>IPR requirement</b>
1	Material	OFE Copper material as per ASTM B170 Grade 1 UNS C10100 or equivalent
2	Inner Dimensions	72.14mm X 34.04mm (2.840" X 1.340")
3	Tolerance for inner dimensions	±0.15mm (0.006")
4	Outer Dimensions	80.14mm X 42.04mm (3.155" X 1.655")
5	Tolerance for outer dimension	±0.25mm (0.01")
6	Inner corner radius	≤ 1.5mm (0.06")
7	Inside surface roughness	≤ 1.6µm (63µinch)
8	Electrical conductivity	≥101% IACS (annealed state @20°C)
9	Rectangular tube length	12 Ft ± 25mm preferably
10	Twist in whole length	2mm (0.08") max. (Typ.)
11	Straightness in whole length	5mm (0.2") max. (Typ.)
12	Temper	As drawn (1/2 Hard preferable)
13	General requirements	No defects on the external surface and inside surface like cracks, voids, scratches and other structural discontinuities.
<b>IDENTIFICATION / MARKING:</b>		
Each rectangular tube should be marked with supplier/ manufacturer name, batch no, tube no. Marking shall be at least on one side (Outer side) of the tube and repeated along the length. Marking should not be erased by isopropyl alcohol, acetone or thinner like solvent.		
<b>DISPATCH CLEARANCE:</b>		
Party has to supply 3 feet sample from same batch along with test certificates as mentioned below to IPR before dispatch the material. IPR will go through the sample and test results provided by the party		

and give the dispatch clearance certificate. Party has to dispatch the material only after getting the dispatch clearance certificate from IPR. If the sample is rejected, party has to send the fresh sample for evaluation. If party do not meet the IPR requirements, the order will be cancelled.

**TEST CERTIFICATES:**

1)	Chemical composition including oxygen content	
2)	Tensile test	
3)	Electrical Conductivity	
4)	Dimensional check	
5)	Surface roughness	
6)	Embrittlement Test	
7)	Quality control certificate mentioning that the material is free from any manufacturing or physical defect	

**Bidder's sign with official stamp**

**TENDER FORM**

Telephone No.  
Cable Address:  
Fax No.  
email

Tender No. **IPR/TN/PUR/F/17-18/8**  
Last date of receipt of offer  
**16<sup>th</sup> August, 2017 (upto) 13:00 Hrs IST**

From

M/s. \_\_\_\_\_  
\_\_\_\_\_

Supplier's Offer No. \_\_\_\_\_ Date \_\_\_\_\_

Institute for Plasma Research  
Nr. Indira Bridge  
Bhat, Gandhinagar-382428  
Gujarat  
INDIA

Dear sir,

I/We have gone through the tendering conditions and the General Conditions of Contracts and Special Conditions of Contract for imports contained in form No. IPR-FP-12 and hereby agree to supply the stores conforming to the tender specifications incorporated in Part III of the tender documents strictly adhering to the General and Special Conditions of Contracts are set out in Section I and or Section II of the tender documents.

1.0 \*\* You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the purchase order/contract..

OR

2.0 \*\* I/We are not in a position to submit an offer as per the specification contained in Part III of the tender documents and would, therefore, submit herewith an ALTERNATIVE OFFER for your consideration. I/We hereby confirm that this alternate offer is for stores of equivalent specification and would equally serve the purpose.

3.0 Technical deviations to specifications contained in Part III of the tender documents are detailed in Annexure 'A' to the tender form and deviation proposed to General and Special Conditions of Contracts contained in Part II of the tender documents are detailed in Annexure 'B' to the tender form.

4.0 I/We are also enclosing herewith all the leaflets/Catalogues etc. pertaining to the stores offered.

Yours faithfully,

Stamp and Signature of the  
Tenderer

Encl: Deviations to technical specification – Annexure 'A'  
Deviations to General and Special Conditions of Contract – Annexure 'B'  
Leaflets/Catalogue

\*\* Strike out whichever is not applicable.

## Schedule to Tender

Tender No. IPR/TN/PUR/F/17-18/8

Offer No. \_\_\_\_\_

Date \_\_\_\_\_

**Last date for receipt of offers**  
**16<sup>th</sup> August, 2017 upto 13:00 Hrs IST**

**(Valid upto 120 days from the receipt of offers)**

Sl. No.	Description of Stores	Qty.	Unit	Unit Rate (specify the currency)		Total Cost of Tendered Quantity		
				FOB	C & F	FOB	C & F	
1.	Supply of Oxygen Free Electronic (OFE) Coper Rectangular Tube )	660	Feet.					
2.	Recommended Spares / Accessories (if any) (add separate sheet as required)							
<b>Total FOB/FCA named Airport/Seaport/Place Price.....</b>								
<b>3.</b>	<b>Installation and Commissioning Charges (Lumpsum) (if any)</b>	<b>1 Job</b>						
<b>4.</b>	<b>Total Offered / Quoted Price</b> .....							

Percentage (%) of commission included in the above price and payable to M/s. \_\_\_\_\_  
 in equivalent Indian Rupees \_\_\_\_\_  
 Estimated Weight and \_\_\_\_\_  
 Dimension of the consignment \_\_\_\_\_  
 \*Proposed mode of despatch \_\_\_\_\_  
 Delivery Schedule \_\_\_\_\_  
 Port of Shipment \_\_\_\_\_

Stamp &amp; Signature of the Tenderer

\* The most economical mode of despatch should be proposed i.e. whether the tenderer would recommend despatch by Sea/Air freight depending upon the normal mode of despatch adopted for the type of supplies offered.